

REMARKS

This Application has been carefully reviewed in light of the Office Action mailed August 1, 2005 (the "Office Action"). At the time of the Office Action, Claims 70-92 were pending in the present application. The Examiner rejected Claims 70-92. Claims 70-72, 76, 80, and 85 have been amended. Applicants respectfully request reconsideration and allowance of all pending claims.

Section 112 Rejections

Claims 70-86 were rejected under 35 U.S.C. § 112, ¶ 2, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. According to the Examiner, the specification did not make clear what Applicants considered a "payment key." As amended, Claims 70-86 no longer recite a "payment key" and instead refer to a "payment detail," which is fully supported by the specification. *See* Specification, p. 13, ll. 3-23; Fig. 11. As such, Applicants respectfully request that the rejection of Claims 70-86 under 35 U.S.C. § 112, ¶ 2, be withdrawn.

Section 102 Rejections

Claims 70-75, 77, 78, 80-88, 90, and 91 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 5,961,593 issued to Gabber et al. ("*Gabber*"). Applicants respectfully traverse these rejections for the reasons stated below.

In order to establish a *prima facie* case of anticipation, all the elements of the claimed invention must be found within a single prior art reference. *Dewey & Almy Chemical Co. v. Mimex*, 124 F.2d 986, 52 USPQ 138 (2d Cir. 1942). Applicants respectfully submit that each and every element of Claims 70-92 is not found within the *Gabber* reference.

Claim 70, as amended, recites:

A method, comprising:
establishing for a first user of an electronic network a payment detail associated with financial information, the first user having an actual credit account;
configuring the financial information to include an identification of a financial institution which is different from the first user, to include an identifier for a pseudo credit account, and to include a pseudo expiration date for the pseudo credit account; and
using the payment detail to facilitate through the network a purchase by the first user of something from a

second user, including using the financial information through the network to facilitate payment for the purchase to the second user on behalf of the first user, the second user being different from each of the financial institution and the first user, and the using of the financial information including:

providing the pseudo credit account identifier and pseudo expiration date to the second user, while withholding from the second user information regarding the actual credit account;

communicating the pseudo credit account identifier and pseudo expiration date to the financial institution; and

transmitting payment from the financial institution to the second user on behalf of the first user under the pseudo credit account identifier, while making a charge against the actual credit account in an amount corresponding to the payment.

Applicants submit that *Gabber* fails to teach, suggest, or disclose each of these elements. For example, *Gabber* fails to teach, suggest, or disclose “communicating the pseudo credit account identifier and pseudo expiration date to the financial institution” and “transmitting payment from the financial institution to the second user on behalf of the first user under the pseudo credit account identifier.” Instead, *Gabber* discloses a central proxy system that generates and sends an alias credit card number and expiration date a requesting site. Col. 13, ll. 5-9. The requesting site, upon verifying that the number originates from central proxy system, then accepts the number as valid, “with the understanding that it can collect the money from the central proxy system.” Col. 13, ll. 10-13. *Gabber*, however, does not teach, suggest, or disclose how this money is collected. Even if one were to assume *Gabber* discloses transmitting payment to the second user on behalf of the first user, *Gabber* most certainly does not disclose that payment is transmitted from a financial institution to the second user under the pseudo credit account identifier. Instead, *Gabber* merely discloses that the requesting site accepts an alias credit card number knowing it can collect money from the central proxy system at a later date. Col. 13, ll. 10-13. Because of this, *Gabber* fails to teach, suggest, or disclose communicating the pseudo credit account identifier to a financial institution and transmitting payment from a financial institution to a second user on behalf of a first user under the pseudo credit account identifier. For at least this reason, Applicants submit that the rejection of Claim 70 is improper.

Therefore, Applicants respectfully request that the rejection of Claim 70 be withdrawn.

Claim 87 recites:

A method, comprising:
maintaining by a financial institution of an actual credit account for a first entity;
establishing by the financial institution for the first entity a pseudo credit account, an identifier for the pseudo credit account, and a pseudo expiration date for the pseudo credit account;
receiving of the pseudo credit account identifier by the financial institution from a second entity through an electronic network in association with a purchase by the first entity of something from the second entity, the financial institution being different from each of the first and second entities;
withholding by the financial institution from the second entity of information regarding the actual credit account;
transmitting of payment on behalf of the first entity from the financial institution to the second entity under the pseudo credit account identifier; and
applying by the financial institution of a charge against the actual credit account in an amount corresponding to the payment.

As discussed above with regard to Claim 70, *Gabber* fails to teach, suggest, or disclose how payment is transmitted from the central proxy system to the requesting site. Because of this, *Gabber* fails to teach, suggest, or disclose “transmitting of payment on behalf of the first entity from the financial institution to the second entity under the pseudo credit account identifier.” For at least this reason, Applicants submit that the rejection of Claim 87 is improper and respectfully request that the rejection of Claim 87 be withdrawn.

Claims 71-75, 77, 78, 80-86, 88, 90, and 91 depend, directly or indirectly, from Claims 70 and 87. Therefore, Applicants submit that 71-75, 77, 78, 80-86, 88, 90, and 91 are allowable, for example, for reasons similar to those discussed above with regard to Claims 70 and 87. As such, Applicants submit that the rejections of Claims 71-75, 77, 78, 80-86, 88, 90, and 91 are improper. Applicants respectfully request that the rejections of Claims 71-75, 77, 78, 80-86, 88, 90, and 91 be withdrawn.

Section 103 Rejections

Claims 76, 79, 89, and 92 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Gabber* in view of official notice taken by the Examiner. Applicants respectfully traverse these rejections for the reasons discussed below.

Claims 76, 79, 89, and 92 depend, directly or indirectly, from Claims 70 and 87. Therefore, Applicants submit that Claims 76, 79, 89, and 92 are allowable, for example, for reasons similar to those discussed above with regard to Claims 70 and 87. As such, Applicants submit that the rejections of Claims 76, 79, 89, and 92 are improper. Applicants respectfully request that the rejections of Claims 76, 79, 89, and 92 be withdrawn.

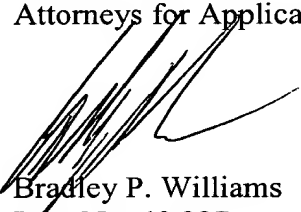
CONCLUSION

Applicants have made an earnest attempt to place this case in condition for allowance. For the foregoing reasons, and for other apparent reasons, Applicants respectfully request full allowance of all pending Claims. If the Examiner feels that a telephone conference would advance prosecution of this Application in any manner, the undersigned attorney for Applicants stands ready to conduct such a conference at the convenience of the Examiner.

A check in the amount of \$395.00 made payable to the "Commissioner of Patents and Trademarks" is attached to satisfy the request for continued examination fee of 37 C.F.R. § 1.17(e). Applicants also respectfully request a one (1) month extension of time and Notification of Extension of Time under 37 C.F.R. § 1.136. A check in the amount of \$60.00 made payable to the "Commissioner of Patents and Trademarks" is attached to satisfy the fee for one (1) month extension of time.

Applicants believe no other fees are due. However, should there be a fee discrepancy, the Commissioner is hereby authorized to charge any required fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,
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